



UNITED KENNEL CLUB

YOUR TOTAL DOG REGISTRY SINCE 1898

September 21, 2011

Members of the Senate Regulatory Reform Committee:

My name is Sara Chisnell-Voigt, Legal Counsel for United Kennel Club, the nation's largest performance dog registry based right here in the state of Michigan. I am writing on behalf of UKC and concerned UKC dog owners regarding Senate Bill 574.

We have many concerns regarding the Puppy Warranty Act. It is unclear as to what precipitated the need for legislation such as this. However, UKC feels that there are currently adequate remedies in place for purchasers of sick puppies. The Uniform Commercial Code already covers the sale of goods, which extends to the sale of dogs. Small claims court would also be an adequate option for puppy buyers. I have included a recent column that appeared in UKC *Bloodlines* that outlines legal implications in dog sales.

While a few states have varying forms of 'puppy lemon laws,' they differ greatly from this current bill introduced here in Michigan. Most disconcerting is the fact that all dog breeders are included. The majority of these types of laws have been enacted in response to pet shops selling dogs obtained from questionable sources, and are not intended to affect private breeders. SB 574 does not define or limit what disease or illness is warranted in any way, which makes this law overly broad and opens the door for buyers to seek damages against breeders for potentially any health issue. Most other states' lemon laws explicitly exclude parasites, as both internal and external parasites are quite common and usually not a serious detriment to a dog's health. The Puppy Warranty Act also places far too much evidentiary burden on the veterinarian, who is unfairly expected to state with certainty that the disease or illness existed at the time of sale. 30 days is far too large of a window for discovery of a disease or illness.

Just as SB 574 does not limit what 'illnesses or diseases' it encompasses, it does not provide any sort of guidelines or timeline on when the buyer should notify the breeder or when the situation should be rectified. Most other states' lemon laws delineate a very short and narrow timeline for puppy buyers to notify the seller, and if that timeline is not adhered to, then they have no cause of action. There are none of the exceptions provided in the seller's defense that most other states have, such as: illness/injury caused or exacerbated by the purchaser, failure of the buyer to treat or administer proper preventative, or illness/defect that was disclosed to the purchaser prior to purchase. Furthermore, the seller is not given any right to have the animal independently examined or, in the case of death, to have a necropsy conducted.

United Kennel Club urges you to vote no on SB 574. Puppy buyers already have plenty of protections and remedies in current Michigan law that render this law unnecessary and redundant. If the legislature finds that a Puppy Warranty Act is absolutely necessary to protect Michigan citizens, then it should only apply to retail pet stores/pet shops that may be viewed by some as having the upper hand in making a sale. Most private breeders require contracts of their puppy buyers, and responsible breeders screen puppy buyers as much as, if not more than those in the adoption/rescue sector. The sale is a private deal between buyer and seller, and they should be free to negotiate their own terms of sale. The Puppy Warranty may end up hurting responsible breeders, and give rise to unnecessary litigation that will come at a cost to the taxpayers.

I hope you will find the information I have provided to be helpful and that you will take it under advisement in your consideration of SB 574.

Sincerely,

Sara Chisnell-Voigt  
Legal Counsel  
UNITED KENNEL CLUB